



State of Utah

Department of
Natural Resources

ROBERT L. MORGAN
Executive Director

Division of
Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

September 23, 2004

CERTIFIED RETURN RECEIPT
7099 3400 0016 8896 0631

Rod Simmons
Utah Portland Quarries, Inc.
10401 North Meridian Street, Suite 400
Indianapolis, Indiana 46290-1090

Subject: Approval of Replacement Reclamation Surety, Utah Portland Quarries, Inc., Little Mountain Quarry (M/045/005) and Quarry Antone (M/045/021), Tooele County, Utah

Dear Mr. Simmons:

On September 17, 2004, we received replacement Reclamation Contracts and reclamation sureties issued by Travelers Casualty and Surety Company for the Little Mountain Quarry and Quarry Antone mine sites. The bonds were received after receiving notification that the Safeco Insurance Company bonds were to be cancelled. Travelers bonds # 47 and # 48 replaces Safeco bonds #6176905 and #6176906 for Little Mountain and Quarry Antone respectively.

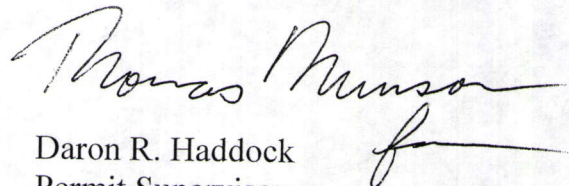
The Division Director signed and executed the replacement sureties and accompanying Reclamation Contracts on September 23, 2004. Copies are enclosed for your records.

We have also enclosed the original Reclamation Contracts and original Safeco Insurance Company surety bonds for your disposal or return to the surety company.

Rod Simmons
Page 2 of 2
M/045/005 & M/045/021
September 23, 2004

Thank you for your help in keeping the reclamation sureties current by replacing these bonds that were to be cancelled. If you have any questions regarding this letter, please contact me at (801) 538-5325.

Sincerely,


Daron R. Haddock
Permit Supervisor
Minerals Regulatory Program

DWH:jb
Enclosures: Copies of Travelers bonds & RC's
Original Safeco bonds & RC's
cc: Annmarie Breene, Safeco Surety Co
O:\M045-Tooele\M0450005-LittleMountainQuarry\Final\apvl-bond-replaced.doc

FORM MR-RC
Revised January 30, 2003
RECLAMATION CONTRACT

File Number M/045/005
Effective Date Sept 23, 2004
Other Agency File Number NA

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

SEP 17 2004

DIV OF OIL GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/045/005</u>
(Mineral Mined)	<u>Limestone & Shale</u>
"MINE LOCATION":	
(Name of Mine)	<u>Little Mountain Quarry</u>
(Description)	<u>Tooele County, Utah</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>23.3 acres</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Utah Portland Quarries, Inc.</u>
(Address)	<u>10401 North Meridian Street, Suite 400</u> <u>Indianapolis, Indiana 46290-1090</u>
(Phone)	<u>317-706-3300</u>

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT Corporation System

50 W. Broadway

Salt Lake City, UT 84101

801-364-5101

"OPERATOR'S OFFICER(S)": David A. Nepereny - CEO, Pres.
William S. Collumbien - CFO, Exec. VP, Assistant Secretary
William A. Humenuk - Sr. VP, HR, General Counsel & Secretary
Gregory J. Morical - Assistant Secretary

SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Travelers Casualty and Surety Company

of America Policy

"SURETY AMOUNT":

(Escalated Dollars)

\$69,800

"ESCALATION YEAR":

2007

"STATE":

"DIVISION":

"BOARD":

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Utah Portland Quarries, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/005 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved Notice of Intention dated 8/30/85 and Reclamation Plan received ~~dated February 1985~~. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Utah Portland Quarries, Inc.

Operator Name

William A. Humenuk

By

Authorized Officer (Typed or Printed)

Senior Vice President, Human Resources, General Counsel & Secretary

Authorized Officer - Position

Officer's Signature

Date

STATE OF Indiana

COUNTY OF Hamilton

ss:

On the 7 day of September, 2004, William A. Humenuk
personally appeared before me, who being by me duly sworn did say that he/she is the
Senior Vice President, Human Resources of Utah Portland Quarries, Inc. and duly
acknowledged that said instrument was signed on behalf of said company by authority
of its bylaws or a resolution of its board of directors and said
William A. Humenuk duly acknowledged to me that said
company executed the same.

Sharlene Rose-Maners

Notary Public

Residing at 1299 Lindet, Ln,

9-1-06

My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

Date 9/23/04

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 23rd day of September, 2004, Lowell P. Braxton
personally appeared before me, who being duly sworn did say that he, the said
Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Joelle Burns
Notary Public
Residing at: SRC Utah

April 4, 2005
My Commission Expires:

ATTACHMENT "A"

Utah Portland Quarries, Inc. Carbon
Operator

Little Mountain Quarry
Mine Name

M/045/005
Permit Number

Tooele County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 23.3 acres under the approved permit and surety, as reflected on the attached map labeled see below and dated see below:

The disturbed land area is illustrated on the map titled "Map 2, Detailed Site Location Map, Utah Portland Quarries, Inc., Little Mountain Quarry, Tooele County, Utah," dated July 6, 1984, as modified by the GPS map titled "Lone Star Industries, Inc. Little Mountain Quarry," prepared by DOGM on 8/13/02. Both maps are on file with the Division.

The legal description is portions of the:

E 1/2 of the NE 1/4 of Section 20 and
W 1/2 of the NW 1/4 of Section 21
Township 2 South, Range 6 West, as more specifically illustrated
in the above-referenced maps.

Lone Star Industries, Inc.

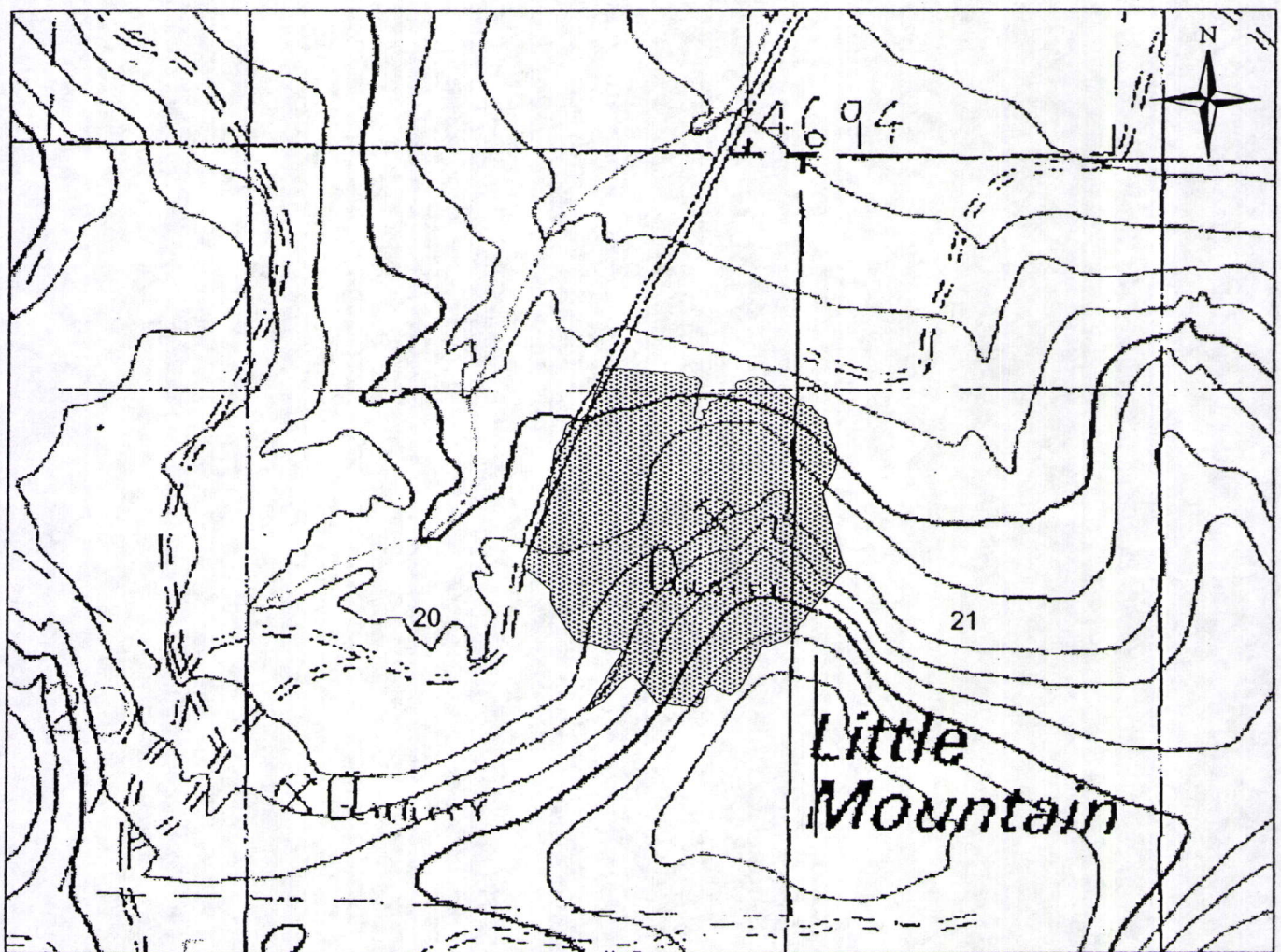
Little Mountain Quarry

M/045/005



Little Mountain Quarry

E/2 NE/4 of Sec. 20 and the W/2 NW/4 Sec. 21
Township 2 South, Range 6 West, SLBM



Flux Quad

0 400 800 1200 1600 Feet



This map may not meet Division standards for accuracy and content. Different data sources and input scales may cause some misalignment of data layers.

Prepared 8/13/02 by DOGM

This bond cancels and supersedes bond #6176905 issued by Safeco Insurance Company of America.

ATTACHMENT B

FORM MR-5
September 2, 2003

Bond Number
Permit Number M/045/005
Mine Name Little Mtn.
Quarry

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED
SEP 17 2004

THE MINED LAND RECLAMATION ACT

DIV OF OIL GAS & MINING

SURETY BOND

The undersigned Utah Portland Quarries, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of Sixty-Nine Thousand Eight Hundred and 00/100 dollars (\$ 69,800.00).

Principal has estimated in the Mining and Reclamation Plan or Notice approved /accepted by the Division on the 30 day of August, 1985, that 23.3 acres of land will be disturbed by mining operation in the State of Utah.

and revised
8-13-02

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved / accepted Mining and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

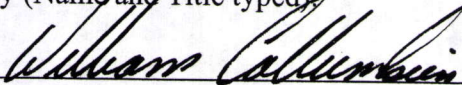
Bond Number _____
Permit Number M/045/005
Mine Name Little Mtn. Quarry
Other Agency File Number _____

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Utah Portland Quarries, Inc.
Principal (Permittee)
William S. Collumbien
Executive Vice President
By (Name and Title typed):

Signature

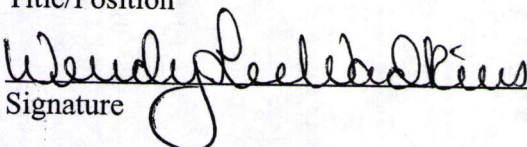
August 25, 2004
Date

Surety Company

Travelers Casualty and Surety Company of America 2550 Eisenhower Avenue, Bldg. B
Surety Company Name Street Address

Wendy Lee Wadkins Trooper, PA 19403
Surety Company Officer City, State, Zip

Attorney-In-Fact 610-650-6429
Title/Position Phone Number


Signature
August 19, 2004
Date

Bond Number _____
Permit Number M/045/005
Mine Name Little Mtn. Quarry
Other Agency File Number _____

SO AGREED this 23rd day of Sept, 20 04.


AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Lowell P Braxton
Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

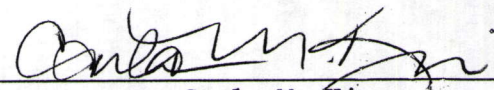
AFFIDAVIT OF QUALIFICATION

On the 19th day of August, 20 04, Wendy Lee Wadkins
personally appeared before me, who being by me duly sworn did say that he/she, the said
Wendy Lee Wadkins is the Attorney-In-Fact of
Travelers Casualty and Surety** and duly acknowledged that said instrument was
signed on behalf of said company by authority of its bylaws or a resolution of its board of
directors and said Wendy Lee Wadkins duly acknowledged to me that said
company executed the same, and that he/she is duly authorized to execute and deliver the
foregoing obligations; that said Surety is authorized to execute the same and has complied in all
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and
obligations. **Company of America

Signed: 
Surety Officer
Wendy Lee Wadkins
Title: Attorney-In-Fact

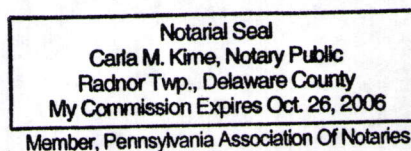
STATE OF Pennsylvania)
) ss:
COUNTY OF Delaware)

Subscribed and sworn to before me this 19th day of August, 20 04.


Notary Public Carla M. Kime
Residing at: _____

My Commission Expires:

October 26, 20 06



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2003

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 38,371,744	UNEARNED PREMIUMS	\$ 471,374,082
BONDS	1,795,332,213	LOSSES	445,495,512
STOCK	21,553,141	LOSS ADJUSTMENT EXPENSES	100,811,403
OTHER INVESTED ASSETS	-	ACCRUED EXPENSES AND OTHER	
INVESTMENT INCOME DUE		LIABILITIES	188,099,279
AND ACCRUED	17,672,752	PROVISION FOR REINSURANCE	16,775,847
PREMIUM BALANCES	135,249,471		
REINSURANCE RECOVERABLE	42,029,392		
FEDERAL INC. TAX RECOVERABLE	-		
RECEIVABLE FOR SECURITIES	50,933	TOTAL LIABILITIES	1,222,356,732
OTHER ASSETS	(8,252,884)		
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,257,402
		OTHER SURPLUS	510,358,628
		SURPLUS TO POLICYHOLDERS	819,656,030
TOTAL	\$ 2,042,012,752	TOTAL	\$ 2,042,012,752

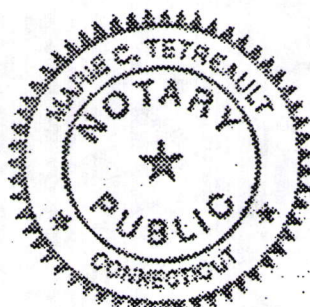
STATE OF CONNECTICUT)
COUNTY OF HARTFORD)ss.
CITY OF HARTFORD)

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, BOND, OF THE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2003.

L. A. Siuta
VICE PRESIDENT, BOND

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF APRIL, 2004

Marie C. Tetraault
NOTARY PUBLIC





IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Christopher F. Mulvaney, Thomas M. Hyndman, Wendy Lee Wadkins, William Hyndman IV, Mark V. Niemeyer, Frank J. Mason, Joseph J. Kent, of Radnor, Pennsylvania, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

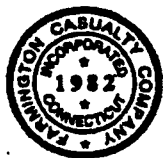
IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 18th day of September, 2003.

STATE OF CONNECTICUT

} SS. Hartford

COUNTY OF HARTFORD

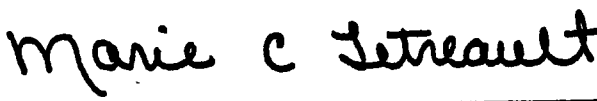
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 18th day of September, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 19th day of August, 2004.



By 
Kori M. Johanson
Assistant Secretary, Bond